



# The Atchison, Topeka and Santa Fe Railway Company



1700 East Golf Road  
Schaumburg, Illinois 60173-5860

Direct Dial: (708) 995-6819  
Facsimile: (708) 995-6846

0100065021

PLEASE STAMP AND RETURN TO SANTA FE

RECORDATION NO. 18441-B FILED 1425

DEC 13 1993 - 11 20 AM

INTERSTATE COMMERCE COMMISSION

December 10, 1993

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: The Atchison, Topeka and Santa Fe Railway Company  
Termination of Agreement with Thrall Car  
Manufacturing Company dated December 13, 1993

Dear Mr. Strickland:

Enclosed herewith please find an original and one (1) counterpart of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Termination of Agreement, a secondary document, dated as of December 13, 1993. The primary document to which this document is connected is recorded under Recordation No. 18441.

The name and addresses of the parties to this document are:

Lessor:

Thrall Car Manufacturing Company  
2521 State Street  
Chicago Heights, Illinois 60411-0218

Lessee:

The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173-5860

RECEIVED  
DEC 13 11 22 AM '93  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE

Mr. Sidney L. Strickland, Jr.  
December 10, 1993  
Page 2

The equipment covered by the Agreement consists of fifty (50) 100-ton Coil Steel Cars, bearing Road Nos. ATSF 92000-92049, inclusive.

For the convenience of the parties, I have enclosed one (1) additional counterpart of the Termination of Agreement, which I would like to have returned to me bearing the recordation information.

Enclosed please find Check No. 3841, dated December 13, 1993 for the amount of \$18.00 for payment for the Commission's prescribed recordation fee.

A short summary of the enclosed document to appear in the Commission's Index is:

Secondary Document

Termination of Agreement dated December 10, 1993, between Thrall Car Manufacturing Company (Lessor) and The Atchison, Topeka and Santa Fe Railway Company (Lessee), terminating the Interim Use Agreement relating to fifty (50) 100-ton Coil Steel Cars, bearing Road Nos. ATSF 92000-92049, inclusive.

If you have any questions or comments concerning this request, please do not hesitate to contact me.

Very truly yours,



Craig N. Smetko  
General Attorney

CNS:Imm  
Enclosures

cc: Michael Flannery, Esq.

# Interstate Commerce Commission

Washington, D.C. 20423

12/13/93

OFFICE OF THE SECRETARY

Craig N. Smetko

General Attorney

The Atchison Topeka And Santa Fe RYW Co.

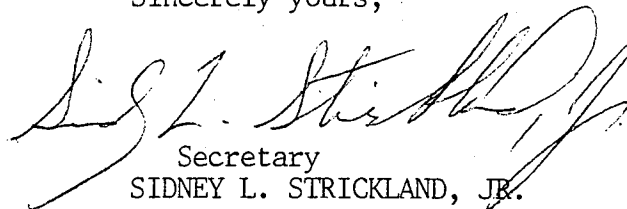
1700 East Golf RD.

Schaumburg, Illinois 60173-5860

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **12/13/93** at **11:20am**, and assigned recordation number(s). **18431-A & 18441-B** 18436-A

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

DEC 13 1993 -11 20 AM

TERMINATION OF AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Termination of Agreement, made this 13th day of December, 1993, by and between Thrall Car Manufacturing Company, an Illinois corporation, ("Thrall"), and The Atchison, Topeka and Santa Fe Railway Company, a Delaware corporation ("ATSF").

WHEREAS, Thrall and ATSF are parties to an Interim use Agreement, dated as of September 1, 1993 (the "Original Agreement"); and

WHEREAS, the Original Agreement was duly filed for recordation with the Interstate Commerce Commission (the "ICC") pursuant to 49 U.S.C. Section 11303, on October 20, 1993, at 2:15 p.m. and given recordation Number 18441; and

WHEREAS, the Original Agreement was amended by a First Amendment to Interim Use Agreement and First Amendment to Purchase Agreement, dated as of November 17, 1993 (the "First Amendment"), which was duly filed for recordation with the ICC pursuant to 49 U.S.C. Section 11303, on November 23, 1993, at 1:20 p.m. and given Recordation Number 18441-A (the Original Agreement as amended by the First Amendment being hereinafter referred to as the "Agreement");


WHEREAS, Thrall and ATSF desire to terminate and cancel the Agreement with respect to the items described herein and to record such termination and cancellation with the ICC;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, ATSF and Thrall, intending to be legally bound, agree as follows:


1. ATSF and Thrall hereby terminate and cancel the Agreement, effective December 13, 1993, with respect to all of the Cars covered thereby (hereinafter, the "Terminated Units"), and ATSF and Thrall hereby agree that no rights, duties, or liabilities under the Agreement with respect to such Terminated Units shall survive the termination and cancellation of the Agreement, except for the obligations under Section 4 of the Agreement with respect to the time period during which the Terminated Units were subject to the Agreement, which obligations shall survive the termination and cancellation of the Agreement.
2. The parties agree to record this Termination of Agreement with the ICC.
3. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, ATSF and Thrall have each caused this Termination of agreement to be duly executed by their authorized officers as of the day and year first above written.

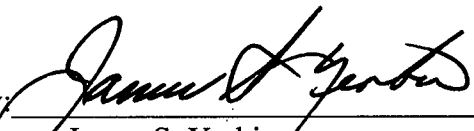
THE ATCHISON, TOPEKA AND SANTA  
FE RAILWAY COMPANY

By:   
Name: Steve Vollmer  
Title: Assistant Vice President - Finance

[Seal]  
ATTEST:

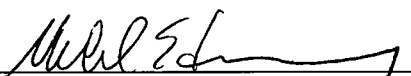
By:   
Name: Craig N. Smetko  
Title: Assistant Secretary

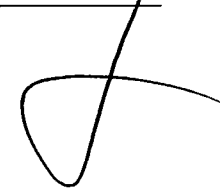
THRALL CAR MANUFACTURING  
COMPANY

By:   
Name: James S. Yerbic  
Title: Vice President - Finance

[Seal]

ATTEST:

By:   
Name: Michael E. Flannery  
Title: Assistant Secretary



State of Illinois       )  
                                  ) ss.  
County of Cook        )

On this 10 day of December, 1993, before me personally appeared Steve Vollmer, to me personally known, who, being duly sworn, did say that he is Assistant Vice President-Finance of The Atchison, Topeka and Santa Fe Railway Company, that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Lois M. Melkovitz  
Notary Public

State of Illinois       )  
                                  ) ss.  
County of ~~Cook~~        )  
                              DuPage

On this 13th day of December, 1993, before me personally appeared James S. Yerbic, to me personally known, who, being duly sworn, did say that he is Vice President-Finance of THRALL CAR MANUFACTURING COMPANY, that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

M. Dianne Smith  
Notary Public

